

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
AMENDED
RESOLUTION APPROVING AGREEMENT FOR MANAGEMENT, MANAGER
SERVICES AND CONSULTATION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed for management, manager services and consultation services to assist as needed on various road improvement and repair projects, and said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the approval of the agreement between Sarpy County and Randall Lee, a copy of which is attached hereto, is hereby approved, and the Chairman and the Clerk are hereby authorized to sign the same.

DATED this 15th day of June, 2010.

Moved by Tom Richards, seconded by Rich Jansen that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Richard W. Jansen
Tom Jones
Thomas J. Richard
Richard W. Jansen

none

Pat Thomas

ABSTAIN:

none

Debra J. Houghtaling
County Clerk



Approved as to form:

Deputy County Attorney

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Randall Lee, hereinafter "Consultant" for management, manager services and consultation.

In consideration of the declarations and mutual promises and covenants contained herein, County and Consultant agree as follows:

- I. Consultant shall provide to County management, manager services and consultation services concerning overlay and road repairs as may be directed from time to time by the Sarpy County Highway Department. The scope of such services and the time in which said services are to be performed shall be specified by the Sarpy County Highway Department.
- II. In consideration for Consultant's services as described herein, County shall pay to Consultant the sum of \$47.50 per hour for each hour worked under the terms of this contract. Such hourly rate shall be Consultant's only compensation for said services, including any expenses incurred. Such Compensation shall be payable from time to time as earned.
- III. The Consultant shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. The Consultant shall at no time represent the Consultant to be other than an independent contractor.
- IV. Either party may terminate the contract with thirty (30) days written notice to the other.
- V. Pursuant to Neb Rev. Stat. §73-102 (Reissue 1996), Consultant declares, promises, and warrants she has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- VI. Each party agrees it is responsible for its own officers, agents, and employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.
- VII. Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2007), the parties hereto

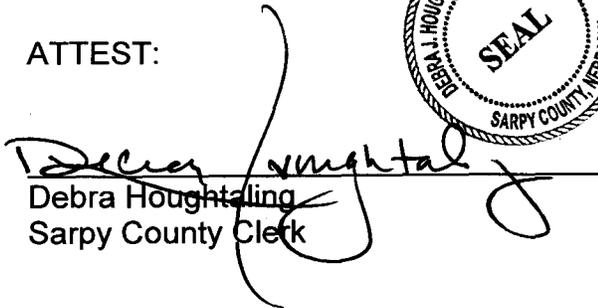
declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

- VII. This Agreement constitutes the entire contract between the Parties with respect the terms of the contract, and there are no further written or oral understandings or Contracts with respect thereto. No variation or modification of this Contract and no waiver of its provisions shall be valid unless in writing and signed by each Party.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 15th day of June, 2010.

(Seal)

ATTEST:


Debra Houghtaling
Sarpy County Clerk



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chair
Sarpy County Board Of Commissioners

Approved as to form and content:

Deputy County Attorney

Randall Lee, Consultant

By: RRLL